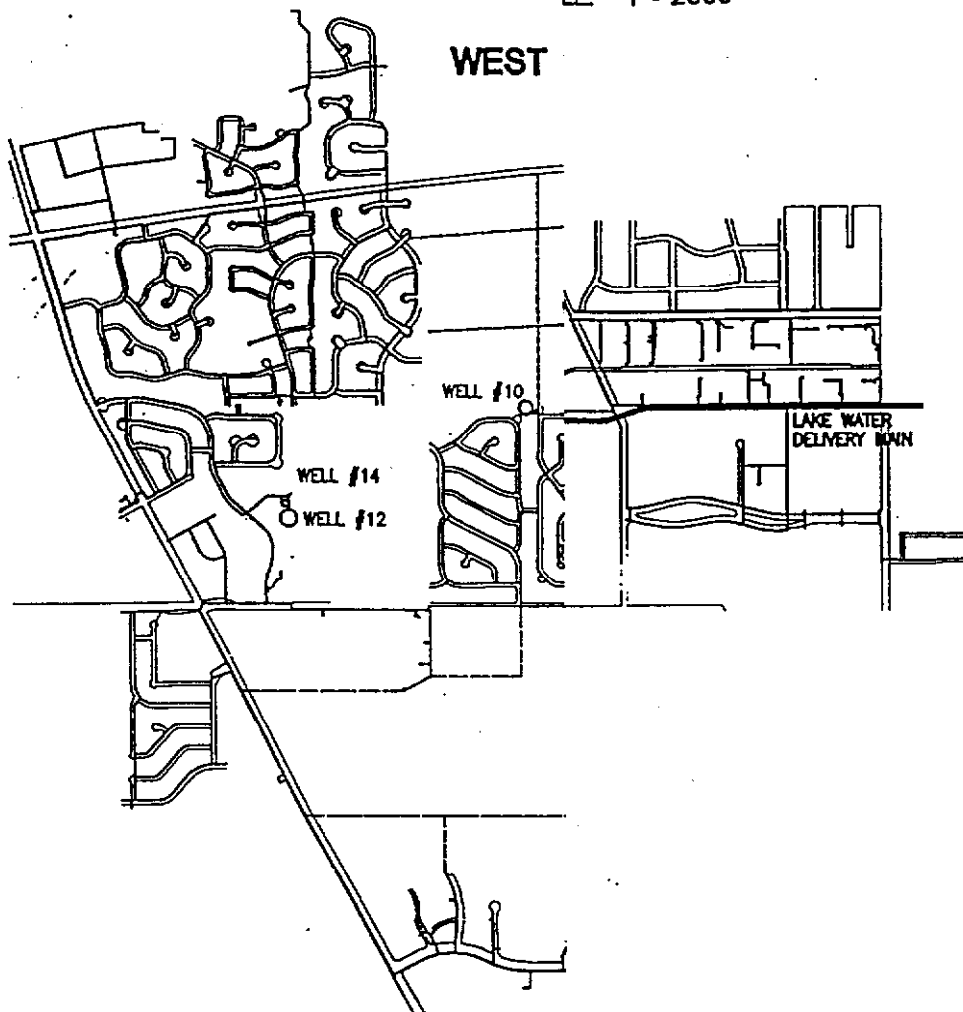


EXHIBIT 1

CUCI Point of Delivery, Metering Station,
Connecting Facilities & Related Improvements

Ex-1



LF: 1"=2500'

WEST

FACILITIES BY CWRC
 (including Connecting
 Facilities)

KELLY/18316-01 04/26/96

AGREEMENT FOR THE DELIVERY OF WATER BETWEEN CITIZENS WATER RESOURCES COMPANY & CITIZENS UTILITIES COMPANY OF ILLINOIS	APP. BY:	PM	DR. BY:	SDS
	DATE:	04/26/96		
	DWG. NO.:	EXHIBIT 1		
WEST SUBURBAN/SANTA FE WATER DISTRICT PROPOSED WATER SYSTEM IMPROVEMENTS				
CITIZENS UTILITIES COMPANY OF ILLINOIS				

Meter

The Meter shall be a Series "W" turbo-meter manufactured by Rockwell. The specific model to be used shall be either Model W-2000 DR(6") or Model W-5500 DR(10"); either of which shall be a bronze, magnetic drive, flanged turbo-meter.

Water Allocation

<u>Annual Accounting Period</u>	<u>Water Allocation</u>
1997	3.245 MGD*/
1998	3.323 MGD
1999	3.402 MGD
2000	3.480 MGD
2001	3.558 MGD
2002	3.637 MGD
2003	3.715 MGD
2004	3.793 MGD
2005	3.872 MGD
2006	3.950 MGD
2007	4.028 MGD
2008	4.106 MGD
2009	4.185 MGD
2010	4.263 MGD
2011	4.341 MGD
2012	4.420 MGD
2013	4.498 MGD
2014	4.576 MGD
2015	4.655 MGD
2016	4.733 MGD
2017	4.811 MGD
2018	4.890 MGD
2019	4.968 MGD
2020	5.046 MGD
2021-2037**/	(See Comment Below)

*/ MGD = million gallons per day

**/ Any Water Allocation during this period which is greater than 5.046 MGD shall be deemed as a requested increase in the Customer's Water Allocation as contemplated by the terms and provisions of Section 4.1(b), and shall not be effective unless the parties mutually agree as to such increase in accordance with the procedure set forth in said Section 4.1(b). In the event the parties fail to agree upon any such increased amount, this Agreement shall nevertheless remain in full force and effect and the Water Allocation for the period in question shall be deemed 5.046 MGD.

Ex-3A

Water Allocation - Amended

[To be completed, if at all, in accordance with
the terms and provisions of Section 4.1(b)]

Ex-3B

Storage Applicable to the Customer

I. Customer's Existing Storage Capacity:

<u>Existing Storage Facility</u>	<u>Capacity</u>
WS #2 463 East Briarcliff Lane, Bolingbrook	100,000 gallons
WS #8 364 North Schmidt Road, Bolingbrook	400,000 gallons
WS #12 180 Thackery Lane, Bolingbrook	1,200,000 gallons
111th Street, Bolingbrook	750,000 gallons
SF #1 20 West 741 Frontage Road, Woodridge	<u>500,000 gallons</u>
Total	2,950,000 gallons

II. Storage Allocation by Citizens:

• Pursuant to Section 5.3(c) of this Agreement, Citizens has allocated one (1) million gallons of Citizens' storage capacity for the benefit of the Customer.

Description of Existing Wells to Be Used as Standby Wells

<u>Well</u>	<u>Yield</u> <u>(gallons per day)</u>
WSU Well 3	691,200
WSU Well 6	576,000
WSU Well 9	864,000
WSU Well 11	547,200
WSU Well 12	849,600
WSU Well 14	1,440,000
SF Well 1	720,000

AMENDMENT

THIS AMENDMENT (this "Amendment") is made as of the 31st day of December, 1996 by and between Citizens Water Resources Company, an Illinois corporation ("Citizens"), and Citizens Utilities Company of Illinois, an Illinois corporation and public utility under Article 3 of the Illinois Public Utilities Act ("Customer").

WITNESSETH:

WHEREAS, Citizens and the Customer entered into that certain Agreement for the Delivery of Water dated May 1, 1996 (the "Agreement"); and

WHEREAS, Citizens and the Customer desire to enter into this Amendment for the purpose of amending the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. Section 1.2 of the Agreement. Section 1.2 of the Agreement is hereby amended by deleting the definitions for "Additional Customer" and "Initial Customers" contained in said Section and replacing them with the following:

"Additional Customer" means a municipal water system or an investor-owned public utility or other entity which enters into a contract with Citizens after August 1, 1997 for the delivery of Lake Michigan Water through the Citizens Water Transmission System.


"Initial Customers" means municipal water systems or investor-owned public utilities or other entities which have entered into contracts with Citizens on or before August 1, 1997 for the delivery of Lake Michigan Water through the Citizens Water Transmission System.

2. Section 2.3 of the Agreement. Section 2.3 of the Agreement is hereby amended by deleting "December 31, 1996" in the first sentence of said Section and replacing it with "August 1, 1997".

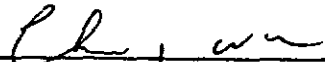
3. Effect of this Amendment. Except as herein modified, the Agreement shall remain in full force and effect in accordance with its terms and provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

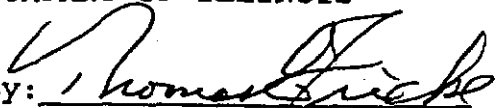
CITIZENS WATER
RESOURCES COMPANY

By: 
Name: Ronald E. Walsh
Title: Vice President


Attest:

By: 
Name: Charles J. Weiss
Title: Secretary

CITIZENS UTILITIES
COMPANY OF ILLINOIS

By: 
Name: Thomas E. Fricke
Title: General Manager

Attest:

By: 
Name: Lee Ann Conti
Title: Associate General Counsel

SECOND AMENDMENT

THIS SECOND AMENDMENT (this "Amendment") is made as of the 22nd day of July, 1997 by and between Citizens Water Resources Company, an Illinois corporation ("Citizens"), and Citizens Utilities Company of Illinois, an Illinois corporation and public utility under Article 3 of the Illinois Public Utilities Act ("Customer").

WITNESSETH:

WHEREAS, Citizens and the Customer entered into that certain Agreement for the Delivery of Water dated May 1, 1996 (the "Agreement");

WHEREAS, by amendment dated December 31, 1996 (the "First Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised; and

WHEREAS, Citizens and the Customer desire to enter into this Amendment for the purpose of amending the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. Section 1.2 of the Agreement. Section 1.2 of the Agreement is hereby amended by deleting the definitions for "Additional Customer" and "Initial Customers" contained in said Section and replacing them with the following:

"Additional Customer" means a municipal water system or an investor-owned public utility or other entity which enters into a contract with Citizens after December 1, 1997 for the delivery of Lake Michigan Water through the Citizens Water Transmission System.

"Initial Customers" means municipal water systems or investor-owned public utilities or other entities which have entered into contracts with Citizens on or before December 1, 1997 for the delivery of Lake Michigan Water through the Citizens Water Transmission System.

2. Section 2.3 of the Agreement. Section 2.3 of the Agreement is hereby amended by deleting "August 1, 1997" in the first sentence of said Section and replacing it with "December 1, 1997".

3. Effect of this Amendment. Except as herein modified, the Agreement shall remain in full force and effect in accordance with its terms and provisions.

4. Counterparts. This Amendment may be executed in any number of counterparts by the parties hereto and each such counterpart shall be deemed to be an original and all such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

CITIZENS WATER
RESOURCES COMPANY

By: Ronald H. Walsh
Name: Ron Walsh
Title: Vice President

CITIZENS UTILITIES
COMPANY OF ILLINOIS

By: Thomas E. Fricke
Name: Thomas E. Fricke
Title: General Manager

Attest:

By: Charles J. Weiss
Name: Charles J. Weiss
Title: Secretary & Ass't VP

Attest:

By: Paul Meschino
Name: Paul Meschino
Title: Manager

THIRD AMENDMENT

THIS THIRD AMENDMENT (this "Amendment") is made as of the 28th day of October, 1997 by and between Citizens Water Resources Company, an Illinois corporation ("Citizens"), and Citizens Utilities Company of Illinois, an Illinois corporation and public utility under Article 3 of the Illinois Public Utilities Act ("Customer").

WITNESSETH:

WHEREAS, Citizens and the Customer entered into that certain Agreement for the Delivery of Water dated May 1, 1996 (the "Agreement");

WHEREAS, by amendment dated December 31, 1996 (the "First Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated July 22, 1997 (the "Second Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised; and

WHEREAS, Citizens and the Customer desire to enter into this Amendment for the purpose of amending the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. Section 1.2 of the Agreement. Section 1.2 of the Agreement is hereby amended by deleting the definitions for "Additional Customer" and "Initial Customers" contained in said Section and replacing them with the following:

"Additional Customer" means a municipal water system or an investor-owned public utility or other entity which enters into a contract with Citizens after March 1, 1998 for the delivery of Lake Michigan Water through the Citizens Water Transmission System.

"Initial Customers" means municipal water systems or investor-owned public utilities or other entities which have entered into contracts with Citizens on or before March 1, 1998 for the delivery of Lake Michigan Water through the Citizens Water Transmission System.

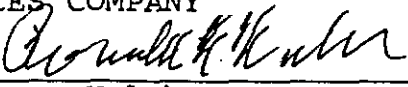
2. Section 2.3 of the Agreement. Section 2.3 of the Agreement is hereby amended by deleting "August 1, 1997" in the first sentence of said Section and replacing it with "March 1, 1998".

3. Effect of this Amendment. Except as herein modified, the Agreement shall remain in full force and effect in accordance with its terms and provisions.

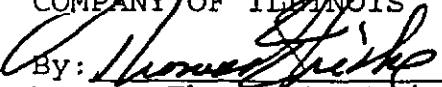
4. Counterparts. This Amendment may be executed in any number of counterparts by the parties hereto and each such counterpart shall be deemed to be an original and all such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

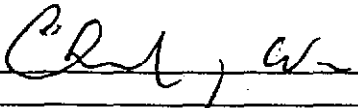
CITIZENS WATER
RESOURCES COMPANY

By: 
Name: Ron Walsh
Title: Vice President

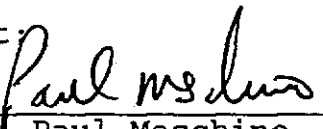
CITIZENS UTILITIES
COMPANY OF ILLINOIS

By: 
Name: Thomas E. Fricke
Title: General Manager

Attest:

By: 
Name: _____
Title: _____

Attest:

By: 
Name: Paul Meschino
Title: Manager

FOURTH AMENDMENT

THIS FOURTH AMENDMENT (this "Amendment") is made as of the 25th day of March, 1998 by and between Citizens Lake Water Company, an Illinois corporation formerly known as Citizens Water Resources Company ("Citizens"), and Citizens Utilities Company of Illinois, an Illinois corporation and public utility under Article 3 of the Illinois Public Utilities Act ("Customer").

WITNESSETH:

WHEREAS, Citizens and the Customer entered into that certain Agreement for the Delivery of Water dated May 1, 1996 (the "Agreement");

WHEREAS, by amendment dated December 31, 1996 (the "First Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated July 22, 1997 (the "Second Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by Amendment dated October 28, 1997 (the "Third Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised; and

WHEREAS, Citizens and the Customer desire to enter into this Amendment for the purpose of amending the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. Section 2.3 of the Agreement. Section 2.3 of the Agreement is hereby amended by deleting "March 1, 1998" in the first sentence of said Section and replacing it with "September 1, 1998".

2. Section 7.6 of the Agreement. Section 7.6 of the Agreement is hereby deleted in its entirety.

3. Effect of this Amendment. Except as herein modified, the Agreement shall remain in full force and effect in accordance with its terms and provisions.

4. Counterparts. This Amendment may be executed in any number of counterparts by the parties hereto and each such counterpart shall be deemed to be an original and all such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

CITIZENS LAKE WATER COMPANY

By: 

Name: Paul G. Townsley

Title: Vice President

Attest:

By: 

Name: Lee Ann Conti

Title: Assistant Secretary

CITIZENS UTILITIES
COMPANY OF ILLINOIS

By: 

Name: Reed T. Scheppmann

Title: General Manager

Attest:

By: 

Name: Lee Ann Conti

Title: Assistant Secretary

FIFTH AMENDMENT

THIS FIFTH AMENDMENT (this "Amendment") is made as of the 1st day of September, 1998 by and between Citizens Lake Water Company, an Illinois corporation formerly known as Citizens Water Resources Company ("Citizens"), and Citizens Utilities Company of Illinois, an Illinois corporation and public utility under Article 3 of the Illinois Public Utilities Act ("Customer").

WITNESSETH:

WHEREAS, Citizens and the Customer entered into that certain Agreement for the Delivery of Water dated May 1, 1996 (the "Agreement");

WHEREAS, by amendment dated December 31, 1996 (the "First Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated July 22, 1997 (the "Second Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated October 28, 1997 (the "Third Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated March 25, 1998 (the "Fourth Amendment"), Section 2.3 and Section 7.6 of the Agreement were revised; and

WHEREAS, Citizens and the Customer desire to enter into this Amendment for the purpose of amending the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:


1. Section 2.3 of the Agreement. Section 2.3 of the Agreement is hereby amended by deleting "September 1, 1998" in the first sentence of said Section and replacing it with "July 1, 1999".

2. Effect of this Amendment. Except as herein modified, the Agreement shall remain in full force and effect in accordance with its terms and provisions.


3. Counterparts. This Amendment may be executed in any number of counterparts by the parties hereto and each such counterpart shall be deemed to be an original and all such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

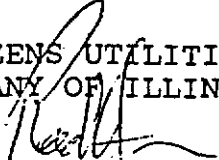
CITIZENS LAKE WATER COMPANY

By: 
Name: PAUL TANSLEY
Title: VIC PRESIDENT



Attest:

By: 
Name: EDWINA S. SHIRES
Title: Administrative Assistant

CITIZENS UTILITIES
COMPANY OF ILLINOIS

By: 
Name: R. T. Schepman
Title: General Manager

WITNESS:

Attest: 
By: 
Name: PEGGY S. DAVIDSON
Title: ADMIN. ASSISTANT

SIXTH AMENDMENT

THIS SIXTH AMENDMENT (this "Amendment") is made as of the 30th day of JUNE, 1999 by and between Citizens Lake Water Company, an Illinois corporation formerly known as Citizens Water Resources Company ("Citizens"), and Citizens Utilities Company of Illinois, an Illinois corporation and public utility under Article 3 of the Illinois Public Utilities Act ("Customer").

WITNESSETH:

WHEREAS, Citizens and the Customer entered into that certain Agreement for the Delivery of Water dated May 1, 1996 (the "Agreement");

WHEREAS, by amendment dated December 31, 1996 (the "First Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated July 22, 1997 (the "Second Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated October 28, 1997 (the "Third Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated March 25, 1998 (the "Fourth Amendment"), Section 2.3 and Section 7.6 of the Agreement were revised;

WHEREAS, by amendment dated September 1, 1998 (the "Fifth Amendment"), Section 2.3 of the Agreement was revised; and

WHEREAS, Citizens and the Customer desire to enter into this Amendment for the purpose of amending the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. Section 2.3 of the Agreement. Section 2.3 of the Agreement is hereby amended by deleting "July 1, 1999" in the first sentence of said Section and replacing it with "January 1, 2000".

2. Effect of this Amendment. Except as herein modified, the Agreement shall remain in full force and effect in accordance with its terms and provisions.

3. Counterparts. This Amendment may be executed in any number of counterparts by the parties hereto and each such counterpart shall be deemed to be an original and all such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

CITIZENS LAKE WATER COMPANY

By: [Signature]
Name: CHARLES J. WILSON
Title: SECRETARY

Attest:

By: [Signature]
Name: SUSAN M. REDNER
Title: ASSISTANT SECRETARY

CITIZENS UTILITIES
COMPANY OF ILLINOIS

By: [Signature]
Name: REED T. Schappmann
Title: General Manager

Attest:

By: [Signature]
Name: Lee Ann Conti
Title: Assistant Secretary